MULTIMEDIA UNIVERSITY

STUDENT ID NO

MULTIMEDIA UNIVERSITY

FINAL EXAMINATION

TRIMESTER 3, 2022 / 2023

DBL5614 – PRINCIPLES OF BUSINESS LAW

(For Diploma Students Only)

6th OCTOBER 2023
9.00 a.m. – 11.00 a.m.
(2 Hours)

INSTRUCTIONS TO STUDENT

1. This question paper consists of **THREE (3)** pages with **FOUR (4)** questions.
2. Answer all questions.
3. You are required to cite relevant provisions and case laws.
4. Write all your answers in the Answer Sheets provided.

QUESTION 1

a) State the followings:

(i) All **FOUR (4)** sources of written law in Malaysia. (4 marks)

(ii) Any **TWO (2)** sources of unwritten law in Malaysia. (2 marks)

b) Discuss civil and criminal matters under the jurisdiction of Session Court in Malaysia. (10 marks)

c) Explain the composition and jurisdiction of First Class Magistrate in Malaysia. (9 marks)

[Total: 25 marks]

QUESTION 2

a) Farah has received 9A's in her SPM. Due to her achievement, she has received numerous offers to sponsor her studies. Since she has an interest in Information Technology courses, she decided to accept the offer from Yayasan Khazanah to further her studies in Multimedia University. Based on the scholarship agreement, Yayasan Khazanah will support all the fees and give the monthly allowance. In return, she needs to serve Khazanah Berhad for 5 years after she graduated later. She agreed and signed the scholarship agreement after discussing it with her parents. 4 years later, she successfully graduated from Multimedia University. She also has received a job offer from Khazanah Berhad as IT Executive.

Unfortunately, Farah refused to work in Khazanah Berhad. She has received another job offer in Singapore that offers a high salary and benefits. Due to this, Yayasan Khazanah demanded Farah to pay the full amount of the scholarship amounting to RM 120,000. Farah refused to pay and stated the agreement was invalid since she was a minor when she signed the agreement.

Discuss whether there is a valid contract between Farah and Yayasan Khazanah according to the Contract Act 1950. (15 marks)

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b) Anna is a businesswoman. She opens a cafe shop called Truly by Anna Cafe. The cafe sells various pastries, cakes, and coffee. The café received good reviews and went viral due to the great services and delicious pastries. One day, Anna met Julia, her best friend. Anna offers to sell her cafe to Julia worth RM 500,000. Julia was overwhelmed since she has a dream to own a cafe too. Anna stated that within a month, all the related documents will be prepared and signed by both of the parties.

Unfortunately, 2 weeks later, Anna died due to cancer. Julia felt shocked and it turns out Anna had kept her disease as secret. One month after Anna passed away, Julia met Anna's husband, Zikry to discuss the offer she accepted from Anna. Zikry refused to sell the cafe to Julia. He decided to run the cafe on his own. He stated that this cafe was a memory between him and Anna. Julia insisted that she had accepted the offer, but he argued that the offer was no longer valid since Anna had passed away.

As a lawyer, explain whether the offer made by Anna is valid or not according to the Contract Act 1950. (10 marks)

[Total: 25 marks]

QUESTION 3

a) List down **FOUR (4)** goods excluded from being goods according to the Sale of Goods Act 1957. (4 marks)

b) List down the followings:

(i) **SIX (6)** exceptions to *nemo dat* principle. (6 marks)

(ii) **FIVE (5)** classification of goods. (5 marks)

c) During the 8.8 Shopee Sale, Yoona purchased a new design wallet at M&M Official Store in Shopee. The description and photo shown the wallet was made from leather material. The description also showed the wallet 6 card compartment, 1 cash notes compartment and 1 main zip closure for coins.

A few days later, she received the wallet. Yoona feels disappointed since the wallet only has 4 card compartments and does not have a zip closure for the coins. Yoona requested the seller for a refund since the wallet looked dented and had scratches like old items and does not match with the description. But the seller rejected her request and informed her that sold items cannot be refunded.

Based on the Sale of Goods Act 1957, discuss whether Yoona has the right to refund the goods. (10 marks)

[Total: 25 marks]

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QUESTION 4

a) State **FIVE (5)** ways to form an agency relationship. (5 marks)

b) List down the **SIX (6)** ways to revoke of agency by operation of law. (6 marks)

c) Explain the requirement for an agent according to the Contract Act 1950. (4 marks)

d) Hidaya is a talented baker. She loves to bake. Recently, her baking video views have reached a million views in Tiktok. Due to overwhelming support, she decided to set up a business by selling her signature lemon cake. Therefore, she has published on her Instagram to find the agents around Malaysia. She believed that it can help people that want to get extra income. Sarah, a sixteen years old student, is interested to be the agent. However, Hidaya rejected Sarah's application and stated she is not qualified to become the agent of the business. Sarah is confused why she cannot become the agent since she believes she is qualified.

Based on the above situation, advise Sarah whether she can be an agent by referring to Contract Act 1950. (10 marks)

[Total: 25 marks]

End of Paper